

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NGM INSURANCE COMPANY,

Plaintiff,

Docket No.: 07-CV-6517

-against-

ANSWER

BLAKELY PUMPING, INC. d/b/a ASSENTIAL PUMPING,
BRIAN J. BLAKELY, PETER J. SLINGERLAND, NANCY
SLINGERLAND and PROGRESSIVE CASUALTY
INSURANCE COMPANY,

Defendants.

The defendants, BLAKELY PUMPING, INC. d/b/a ASSENTIAL PUMPING and BRIAN J. BLAKELY, for their answer to the complaint herein, by their attorneys, Cook, Netter, Cloonan, Kurtz & Murphy, P.C., respectfully show to the Court and allege:

I.

That they admit the allegations contained in the paragraphs numbered "10", "11", "14", "23" and "26" of the complaint herein.

II.

That they deny having knowledge or information sufficient to form a belief as to the allegations contained in the paragraphs numbered "1", "2", "3", "4", "5", "6", "7", "8", "9", "13", "16", "17", "18", "19", "20", "21", "22", "24", "28", "29", "31", "32", "33" and "36" of the complaint herein.

III.

That they deny the allegations contained in the paragraphs numbered "12", "15", "25", "27", "30", "34" and "35" of the complaint herein.

IV.

That they deny each and every allegation of the complaint not hereinbefore expressly and specifically admitted, controverted or denied.

**AS AND FOR A FIRST, SEPARATE AND COMPLETE
AFFIRMATIVE DEFENSE, THE DEFENDANTS BLAKELY
PUMPING, INC. d/b/a ASSENTIAL PUMPING and BRIAN J.
BLAKELY ALLEGES:**

V.

Any disclaimer of coverage made by plaintiff is untimely, and fails to properly specify the grounds of the disclaimer, and is therefore ineffectual.

**AS AND FOR A COUNTERCLAIM AGAINST
THE PLAINTIFF NGM INSURANCE COMPANY**

VI.

That as of July 13, 2005 and continuing through July 13, 2006, the defendant BLAKELY PUMPING, INC. d/b/a ASSENTIAL PUMPING was an insured under a general liability policy designated as policy number MPV52824 issued by the plaintiff NGM Insurance Company ("NGM").

VII.

That the plaintiff is contractually obligated to indemnify and defend the defendants BRIAN J. BLAKELY and BLAKELY PUMPING, INC. d/b/a ASSENTIAL PUMPING in connection with the underlying lawsuit commenced by the defendants PETER J. SLINGERLAND, NANCY SLINGERLAND arising out of an automobile accident that occurred on or about November 3, 2005.

WHEREFORE, the defendants, BLAKELY PUMPING, INC. d/b/a ASSENTIAL PUMPING and BRIAN J. BLAKELY, demand judgment dismissing the complaint of the plaintiff, as against them, and further demands judgment on the counterclaim declaring that

the plaintiff is obligated to indemnify and defend the defendants BLAKELY PUMPING, INC. d/b/a ASSENTIAL PUMPING and BRIAN J. BLAKELY pursuant to the contract of insurance issued by the plaintiff together with the costs and disbursements of this action, and reasonable attorney's fees.

Dated: August 28, 2007

s/WILLIAM N. CLOONAN
WILLIAM N. CLOONAN, ESQ. (WC7495)
COOK, NETTER, CLOONAN, KURTZ
& MURPHY, P.C.
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